

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**FILED**

JAN 15 2008

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

**PATRICK J. MEDLOCK**

**PLAINTIFF**

**UNITED PARCEL SERVICE, INC.**

**DEFENDANT**

CASE NO.

**08 CV - 023 GKF SAJ**

**ORIGINAL COMPLAINT OF PLAINTIFF PATRICK J. MEDLOCK**  
**JURY TRIAL DEMANDED**

Plaintiff Patrick J. Medlock ("Medlock"), a former employee of defendant United Parcel Service, Inc. ("UPS") brings this action seeking actual and liquidated, compensatory and punitive damages, reinstatement, attorneys' fees and all costs under the provisions of the Age Discrimination in Employment Act of 1967 (the "ADEA") and the Oklahoma public policy tort based upon age discrimination as set forth in 25 O.S. § 1101 et seq. and Saint v. Data Exchange, Inc., 2006 OK 59.

**JURISDICTION AND VENUE**

1. This action arises under the provisions of Section 7(b) of the ADEA codified at 29 U.S.C. § 626(b) and 25 O.S. § 1101 et seq. Jurisdiction of the action is conferred on this Court by Section 7(b) of the ADEA, 29 U.S.C.A. § 626(b). This Court has jurisdiction of the federal claims asserted herein pursuant to §§ 1331 and 1334 of Title 28. The Court has supplemental or pendent jurisdiction over Medlock's state law claims pursuant to 28 U.S.C. § 1367(a). All unlawful employment practices complained of in this action occurred within the Northern District of Oklahoma. Additionally, Medlock worked in and resided in Tulsa County which is within the boundaries of the Northern

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District of Oklahoma. Venue is therefore proper within this district and division.

2. At all applicable times UPS has been engaged in an industry affecting commerce, and has employed twenty (20) or more employees for each working day in each of twenty (20) or more calendar weeks in the preceding calendar year. UPS was, and is, therefore, an employer within the meaning of Section 11(b) of the ADEA. 29 U.S.C.A. §630(b)

### **PARTIES**

3. Medlock is an individual who at all material times has been a resident of the City of Owasso, Tulsa County, Oklahoma.

4. UPS upon information and belief is a foreign corporation existing under the laws of the State of Ohio with its principal offices and place of business in the city of Atlanta, Georgia. UPS operates a global package delivery service with local distribution facilities in Tulsa. At all times mentioned in this complaint UPS employed employees at its plant in the transportation, selling, handling, or otherwise working on goods that have been moved in or produced for commerce, as defined in Section 11(g) of the ADEA. 29 U.S.C. §630(g). UPS was, and is, therefore, engaged in commerce within the meaning of the ADEA, and was, and is, engaged in an industry affecting commerce as defined in Section 11(h) of the Act. 29 U.S.C.A. § 630(h).

### **PROCEDURAL REQUIREMENTS**

5. On or about September 27, 2007 Medlock filed with the Equal Employment Opportunity Commission (the "EEOC") a charge of discrimination against UPS that satisfied the requirements of the ADEA. The charge of discrimination was timely filed and included the discrimination complained of in this complaint. More than sixty days

(60) have expired since the time of the filing.

**FIRST CAUSE OF ACTION – DISPARATE TREATMENT UNDER THE ADEA**

6. Medlock, a fifty-six (56) year old man at the time of his termination, had been employed by UPS over twenty-four (24) years at the time of his termination.

7. Medlock at all material times proved his industriousness, presented and represented himself in an orderly and respectful manner and commanded and continues to command the respect of his fellow employees. Additionally, Medlock demonstrated his capacity and ability to perform all job tasks to which he was assigned.

8. Effective July 3, 2007 Medlock's employment was terminated by UPS. Medlock's position was not eliminated. The alleged reason for the termination, a "runaway accident," was pretext for UPS's motive of terminating Medlock because of his age and corresponding salary and benefits.

9. UPS violated the ADEA § 623(a)(1) because its actions in terminating Medlock's employment impermissibly discriminated against him because of his age at a time when he was over forty years of age.

**SECOND CAUSE OF ACTION – VIOLATION OF  
OKLAHOMA PUBLIC POLICY**

10. Medlock incorporates paragraphs 1-9 as if set out fully herein.

11. Due to his age being a significant factor UPS's decision to terminate his employment Medlock alleges his termination was in violation of Oklahoma Public Policy as set forth in 25 O.S. §1101 et seq. as recognized by the Oklahoma Supreme Court in Saint v. Data Exchange, Inc., 145 P.3d 1037 (Okla. 2006). As the termination was willful and made in reckless indifference to Medlock's rights under Oklahoma law he is entitled to damages suffered as a result of the wrongful termination.

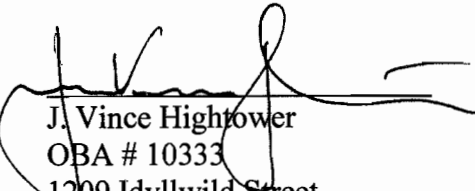
**PRAYER**

Wherefore, Medlock requests judgment against UPS and requests the Court and/or the jury after trial of this case:

- (1) Enter its order enjoining UPS from engaging in future discriminatory conduct against its employees over the age of forty (40) years of age;
- (2) Enter its order requiring UPS pay Medlock such wages and benefits he would have received had he not been terminated;
- (3) Grant Medlock an award of liquidated damages;
- (4) Award Medlock a reasonable attorneys' fee and all costs of experts and other costs incurred in prosecuting this action;
- (5) Grant Medlock an award of compensatory damages including emotional distress;
- (6) Grant Medlock an award of punitive damages in an amount to be determined by the jury;
- (7) Enter its Order reinstating Medlock to his former position and/or in lieu of reinstatement grant him an award of front pay in an amount to be determined by the Court and/or jury; and
- (8) Grant all further relief this Court deems just and equitable.

Dated this 15th day of January, 2008.

Respectfully submitted,

  
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